These Terms and Conditions of Sale apply to any and all products or services of Acuity Brands Lighting, Inc. or Acuity Brands Technology Services, Inc. (collectively, “Acuity Brands”), unless otherwise specifically agreed to in writing by Acuity Brands.

PAYMENT TERMS:
Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Acuity Brands may, in its sole discretion, withhold services until such time as purchaser’s account is paid in full or immediately terminate the provision of services without further liability to purchaser.

NON-RETURNABLE MERCHANDISE:
The following products are non-returnable: all non-stock, special order, or one-time products containing time-sensitive components that have reached the end of their warranty or shelf life; outdated or phased-out stock products; and all Lithonia Lighting C&I stock and non-stock poles.

CANCELLATIONS:
Orders for stock products may be cancelled prior to shipment without charge. Cancellation of any order for non-stock products will incur charges for work already performed and for special material purchased by Acuity Brands. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale. Orders for services are non-cancellable. If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services invoice date. Acuity Brands will cancel orders for services not provided within the 18-month period.

LIMITED WARRANTY:
Statements of the limited warranties provided by Acuity Brands for Acuity Brands products, services and service offerings are available at http://www.acuitybrands.com/PurchaserResources/Terms_and_conditions.aspx under Product Warranties.

LIMITATION OF LIABILITY:
The total liability of Acuity Brands on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability, or any other theory of liability, for any breach of warranty or obligations UNDER WARRANTY, even if informed of the possibility of such damages, is limited to the maximum legal equivalent of one of the following: (i) reimbursement of the cost of handling. All returned product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than $300.

PROMISSE OF LIMITATION OF LIABILITY:
The following are not non-returnable: all non-stock, special order, or one-time products containing time-sensitive components that have reached the end of their warranty or shelf life; outdated or phased-out stock products; and all Lithonia Lighting C&I stock and non-stock poles.

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Conditions of Sale supersede all those published or issued previously by Acuity Brands. All orders are subject to final acceptance by Acuity Brands and credit approval. Any design, submittal or layout provided by Acuity Brands is subject to the disclaimer set forth on the design, submittal or layout. Acuity Brands will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of Acuity Brands. Acuity Brands price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Acuity Brands shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

*Acuity Brands reserves the right to change these Terms and Conditions of Sale at any time without notice.*

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